



**Intercarrier Compensation Panel Record Request**

**Request:** Please provide a corrected version of Verizon Exhibit 27, Verizon VA's Revised Rebuttal Testimony on Business Process Mediation Issues.

**Response:** A copy is attached. Verizon filed this version of this testimony with the Commission and served it on all parties on October 1.

**Verizon VA Exhibit 27 (corrected)**

Before the  
**FEDERAL COMMUNICATIONS COMMISSION**  
Washington, D.C. 20554

In the Matter of	)	
Petition of WorldCom, Inc. Pursuant	)	
to Section 252(e)(5) of the	)	
Communications Act for Expedited	)	
Preemption of the Jurisdiction of the	)	CC Docket No. 00-218
Virginia State Corporation Commission	)	
Regarding Interconnection Disputes	)	
with Verizon Virginia Inc., and for	)	
Expedited Arbitration	)	
	)	
In the Matter of	)	CC Docket No. 00-249
Petition of Cox Virginia Telecom, Inc.	)	
	)	
In the Matter of	)	CC Docket No. 00-251
Petition of AT&T Communications of	)	
Virginia Inc., etc.	)	

**VERIZON VA'S REVISED REBUTTAL TESTIMONY ON MEDIATION ISSUES<sup>1</sup>**  
(CATEGORIES I AND III THROUGH VII)

**BUSINESS PROCESS**

KAY SCHNEIDER  
MARIANN C. TRIANO  
MARYELLEN LANGSTINE  
JONATHAN B. SMITH  
WILLIAM H. GREEN

October 1, 2001

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<sup>1</sup> This testimony, originally filed on September 5 and revised on September 20, is revised again to add Jonathan Smith to the witness panel, to delete Warren Geller from that panel, and to make substantive corrections to rebuttal testimony regarding Issue IV-74.

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1  
2 **I. INTRODUCTION**

3 **Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH VERIZON AND**  
4 **YOUR BUSINESS ADDRESS.**

5 A. My name is Kay Schneider. I am employed by Verizon as a Specialist – Systems  
6 Support. My business address is 600 Hidden Ridge, Irving, TX.

7 My name is Maryellen Langstine. Since September 1, 2000, I have served as  
8 Director Competitive Local Exchange Carrier (“CLEC”) Customer Support. My  
9 business address is 741 Zeckendorf Boulevard, Garden City, New York.

10 My name is Mariann Triano. I am employed by Verizon as a Specialist-- Systems  
11 Support. My business address is 650 Park Avenue, East Orange, New Jersey. My  
12 educational and telecommunications experience is set forth on Exhibit BP-1-a.

13 My name is Jonathan Smith. I am employed by Verizon Services Corp as  
14 Executive Director Local Interconnection Billing and 271 Support. My business  
15 address is 500 Summit Lake Drive, Valhalla, New York.

16 My name is William H. Green. I am employed by Verizon Services Group as  
17 Senior Specialist -- E-911 Wholesale Product Manager. My business address is  
18 1095 Avenue of the Americas, New York, New York.

19  
20 **Q. ARE YOU THE SAME WITNESSES WHO FILED DIRECT TESTIMONY**  
21 **ON BUSINESS PROCESS MEDIATION ISSUES ON JULY 31, 2001?**

1 A. Yes, except that Mariann Triano has been added to the panel.

2  
3 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

4 A. The purpose of our testimony is rebut WorldCom's positions with regard to  
5 Business Process issues that had been on the mediation track, but remain  
6 unresolved. Specifically, those are Issue IV-56, which concerns Verizon VA's  
7 participation in the National Consumers Telecommunications Data Exchange  
8 ("NCTDE"); Issue IV-74, which concerns billing and billing procedures; and  
9 Issue IV-79, which concerns 911 service.

10  
11 **II. ISSUE IV-56: NCTDE**

12 **Q. HAVE YOU READ THE TESTIMONY OF WORLD COM WITNESS**  
13 **SHERRY LICHTENBERG?**

14 A. Yes.

15  
16 **Q. WHAT ISSUE REMAINS BETWEEN THE PARTIES?**

17 A. There are really two issues here. First, WorldCom seeks to have the Commission  
18 require Verizon VA to participate in the NCTDE, allegedly so that it could obtain  
19 Verizon VA's customer payment history. In the alternative, WorldCom seeks  
20 access to Verizon VA's customer payment history through some other  
21 unproposed means.  
22

1   **Q.    IS WORLDCOM'S PROPOSED LANGUAGE CONSISTENT WITH ITS**  
2   **STATED OBJECTIVE?**

3   A.    No. According to WorldCom Witness Lichtenberg, WorldCom seeks to have the  
4   Commission require that Verizon VA participate in the NCTDE so that  
5   WorldCom will have "equal access" to Verizon VA's payment history  
6   information. WorldCom, however, operates under the mistaken premise that the  
7   NCTDE retains customer payment history.

8  
9   **Q.    DOES THE NCTDE RETAIN CUSTOMER PAYMENT HISTORY?**

10  A.    No, customer payment history is not retained in the NCTDE. Match reports that  
11  are returned from the NCTDE show only the original balance and current balance  
12  of the customer. Customer payment history is never even sent to the NCTDE.  
13  Contrary to what WorldCom's proposed language describes, the NCTDE does not  
14  contain delinquency information on current accounts (*cf.* § 2.1.4.1.5 of  
15  WorldCom's proposed interconnection agreement), all unpaid closed accounts  
16  that have been submitted to the NCTDE are unpaid final accounts; nor does the  
17  NCTDE contain any information about the length of time the customer had  
18  service with its prior local or intraLATA toll provider (*cf.* § 2.1.4.1.6 of  
19  WorldCom's proposed interconnection agreement). Connect and disconnect dates  
20  of local service unpaid closed accounts are submitted when the account is sent to  
21  the NCTDE.

1 **Q. IF CUSTOMER PAYMENT HISTORY IS NOT RETAINED IN THE**  
2 **NCTDE, PLEASE DESCRIBE WHAT THE NCTDE DOES RETAIN.**

3 A. The NCTDE is a database maintained by Equifax that is shared by multiple  
4 telecommunications companies including Long Distance carriers and some  
5 CLECs and ILECs. Based on information submitted by carriers from several  
6 states, the NCTDE attempts to match a member's new service connection orders  
7 with outstanding unpaid final accounts from any of the other members and helps  
8 to locate former customers whose service was terminated with an unpaid balance.  
9 All matches are "blind", meaning that the match is returned only as "local" or  
10 "long distance", etc. The initial report from a member to the NCTDE includes the  
11 customer's full name, social security number, other identification information,  
12 address, service date, previous address, service disconnect date, disconnect  
13 reason, report date (which is not necessarily the date the last payment was  
14 received), and the current amount due. Members of the NCTDE send an update  
15 only when a payment is received and this payment record overlays the existing  
16 record. When a new payment or update is submitted to the NCTDE, it is treated  
17 as an "addition" or "subtraction" from the original balance. The system  
18 recalculates the current balance amount and posts the new current balance. No  
19 information is submitted that includes payment history when the account was  
20 active or whether the account was an "on-time" customer or a "late-paying"  
21 customer.  
22



1   **Q.    WOULD VERIZON VA BENEFIT FROM PARTICIPATION IN THE**  
2   **NCTDE?**

3   **A.    No. In fact, in those former GTE territories where Verizon does participate in the**  
4   **NCTDE, Verizon terminated its membership on August 17, 2001. As described**  
5   **in our Direct Testimony filed on August 17, Verizon spent a considerable amount**  
6   **of money to participate in the NCTDE in its former GTE service territories with**  
7   **no reciprocal benefit. Furthermore, should Verizon VA be required to participate**  
8   **in the NCTDE, it would be forced to pay for the system design and infrastructure**  
9   **necessary to participate in this data exchange with no means to recover this**  
10   **expense. Finally, Verizon VA's legal obligations would prohibit it from acting**  
11   **upon the information in the same manner that CLECs can. Verizon VA cannot**  
12   **deny service to a new customer based on a match with a long distance carrier or**  
13   **CLEC that it receives from the NCTDE. Verizon VA can only require a new**  
14   **customer to pay regulated charges when the match leads back to Verizon VA.**  
15   **Verizon VA does not do an on-line check to NCTDE at the time the order is**  
16   **placed. It is only batch after the service is already installed. Long distance**  
17   **carriers have options available when they pull a match with another member, such**  
18   **as requesting a deposit or requiring a customer to put monthly payments on a**  
19   **credit card.**

1   **Q.    WORLDCOM PROPOSES THAT, IN THE EVENT THE COMMISSION**  
2       **DECLINES TO ORDER VERIZON VA TO PARTICIPATE IN THE**  
3       **NCTDE, VERIZON VA SHOULD BE DIRECTED “TO MAKE THE**  
4       **PAYMENT HISTORY SECTION OF THE CUSTOMER’S CSR**  
5       **AVAILABLE AS PART OF THE PRE-ORDER PROCESS.”**  
6       **WORLDCOM WITNESS LICHTENBERG, AT 9. SHOULD VERIZON**  
7       **VA BE REQUIRED TO MAKE THIS INFORMATION AVAILABLE?**

8   **A.**   No. WorldCom seeks to require Verizon VA to provide payment history on  
9       current and final accounts to assist it in determining the credit-worthiness of its  
10      new customers. Verizon VA strongly opposes this proposal. First, WorldCom  
11      may use the same methods that all business use to obtain credit information about  
12      potential customers. Indeed, WorldCom presumably has such information  
13      regarding its IXC customers. Second, under WorldCom’s proposal, Verizon VA  
14      would be required to furnish credit information to an outside company  
15      (WorldCom), effectively acting like a credit bureau subject to the requirements of  
16      the Fair Credit Reporting Act. In addition, Verizon VA might then be required to  
17      provide the same service to all other carriers. There is absolutely no basis for  
18      WorldCom’s demand that Verizon VA become its credit reporting agency for  
19      free. Such an absurd result was never contemplated by Congress or the  
20      Commission. Rather than saddle ILECs with an unintended burden of reporting  
21      consumer credit information, WorldCom may obtain such information from  
22      companies like Equifax, just as Verizon VA does.

1     **III.     ISSUE IV-74: INTERIM, STANDARD AND COLLOCATION BILLING**

2     **Q.     HAVE YOU READ THE DIRECT TESTIMONY OF SHERRY**  
3     **LICHTENBERG ON BEHALF OF WORLDCOM?**

4     A.     Yes.

5  
6     **Q.     MS. LICHTENBERG ACCUSES VERIZON VA OF WITHHOLDING**  
7     **USEFUL BILLING INFORMATION IN ORDER TO HINDER**  
8     **WORLDCOM'S ENTRY INTO THE MARKETPLACE. CAN YOU**  
9     **COMMENT ON THAT?**

10    A.     That accusation is unfounded. What Ms. Lichtenberg conveniently ignores is the  
11           fact that, by virtue of interconnection and resale, Verizon VA routinely provides  
12           billing information to a myriad of CLECs, IXC's and other customers. As  
13           explained in its initial answer to this issue, it would be extraordinarily  
14           burdensome - if not *impossible* - for Verizon VA to maintain unique billing  
15           procedures for each customer. Therefore, Verizon VA has in place a uniform set  
16           of billing procedures that provide all CLECs with the information WorldCom  
17           seeks. It seems fairly telling that only WorldCom has suggested that these  
18           procedures are somehow deficient or unfair.

19  
20    **Q.     ACCORDING TO MS. LICHTENBERG, THOSE BILLING**  
21    **PROCEDURES ARE UNILATERAL PROMULGATIONS OF VERIZON**  
22    **VA THAT CAN BE CHANGED AT ANY TIME WITHOUT CLEC INPUT.**  
23    **IS THAT RIGHT?**

1 A. No. Verizon VA's billing procedures are found in the CLEC Handbook and  
2 Customer Support Website. Any change to those procedures would be dealt with  
3 via the Change Management Process, where all interested parties have the  
4 opportunity to discuss their respective points of view.

5  
6 **Q. PLEASE COMMENT ON MS. LICHTENBERG'S STATEMENT THAT**  
7 **"BILLING SHOULD BE BASED ON BOS-BDT, WHICH IS AN**  
8 **INDUSTRY STANDARD ELECTRONIC METHOD OF ENCODING**  
9 **BILLING INFORMATION."**

10 A. As stated on its website, Verizon VA will provide an electronic bill in the format  
11 chosen by the CLEC from a list of available options. Bills for access services and  
12 certain wholesale services (IOF, Collocation) billed from the CABS system are  
13 currently available in BOS BDT format from Verizon VA. In addition, Verizon  
14 VA is currently conducting a trial of BOS BDT formatted bills from the  
15 expressTRAK system for other wholesale services (resale, UNE)..

16  
17 **Q. DOES VERIZON VA AGREE THAT THE ELECTRONIC BILL SHOULD**  
18 **BE DEEMED THE "BILL OF RECORD?"**

19 A. The "bill of record" for Verizon VA is the paper bill. After BOS BDT formatted  
20 bills produced by the expressTRAK system have been thoroughly reviewed via its  
21 quality assurance process, Verizon VA will offer CLECs the option to designate  
22 BOS BDT formatted bills as their bill of record. Notice of effective dates for this  
23 election will be made through Change Management.

1   **Q.   HAVE YOU REVIEWED THE REVISED CONTRACT LANGUAGE**  
2       **PROPOSED BY WORLDCOM THROUGH MS. LICHTENBERG'S**  
3       **TESTIMONY?**

4   **A.   Yes.**

6   **Q.   PLEASE COMMENT ON THAT PROPOSED LANGUAGE.**

7   **A.   As a general proposition, Verizon VA simply cannot negotiate unique billing**  
8       **practices with each CLEC. Trying to do so would create an unmanageable**  
9       **situation for Verizon VA and would, inevitably, lead to confusion and breakdown**  
10      **adversely affecting all CLECs. A uniform set of billing procedures, open to**  
11      **discussion and evolution via the Change Management Process, is in everyone's**  
12      **best interests.**

14      If, however, the Commission determines that Verizon VA must negotiate specific  
15      billing procedures with WorldCom, then Verizon VA proposes the following  
16      modifications to WorldCom's proposed § 3.1.2. Most of these proposed changes  
17      are self-explanatory. With regard to § 3.1.4, Verizon VA's system does not allow  
18      it to bill separately for capital costs.

20           3.1.2 Standard Billing

21           3.1.2.1 The providing Party will bill services in accordance with this  
22           Section [3] and at the rates set forth in Attachment I. The providing Party  
23           will use commercially reasonable efforts to provide accurate and auditable

1 electronic bills and to format its electronic bills in accordance with  
2 national industry standard specifications and Verizon technical  
3 documentation, as provided through Change Management, and consistent  
4 with other Verizon commitments, including but not limited to the Plan of  
5 Record submitted in accordance with Section VI of Appendix D to the  
6 Commission's Merger Order. *In Re Application of GTE Corporation,*  
7 *Transferor, and Bell Atlantic Corporation, Transferee*, CC Docket No. 98-  
8 184 (released June 16, 2000). Where the providing Party is unable to  
9 provide an electronic bill, the paper bill will be the "Bill of Record".

10 3.1.2.2 The providing Party will bill the purchasing Party on a monthly  
11 basis under this Agreement. These monthly bills will include all  
12 appropriate charges, credits and adjustments for the services that were  
13 ordered, established, utilized, discontinued or performed during the  
14 relevant billing period. The relevant billing period and whether services  
15 are billed in arrears or in advance shall be based upon the type of service,  
16 in accordance with any applicable tariff or, in the absence of a tariff, in  
17 accordance with the interconnection agreement.

18 3.1.2.3 The providing Party will include the bill date on each invoice  
19 transmitted to the purchasing Party. Unless otherwise provided in the  
20 applicable tariff, the payment due date (as described in this Attachment)  
21 shall be thirty (30) calendar days after the Bill Date. The providing Party  
22 will transmit all invoices within ten (10) business days after the Bill Date.  
23 Any invoice transmitted on a Saturday, Sunday or a day designated as a

1 holiday by the Parties' bill processing departments will be deemed  
2 transmitted on the next business day. If the providing Party fails to  
3 transmit an invoice within the time period specified above, the payment  
4 due date for that invoice will be extended by the number of days it is late.

5 3.1.2.4 The providing Party will use the same account identification  
6 numbers each month, unless it provides the purchasing Party with ten (10)  
7 days advance written notice of any change. If either Party requests an  
8 additional copy(ies) of a bill, such Party shall pay the other Party a  
9 reasonable fee per additional bill copy, unless such copy was requested  
10 due to an error or omission of the providing Party.

11 3.1.2.5 Except as otherwise specified in this Agreement, each Party shall  
12 be responsible for (i) all costs and expenses it incurs in complying with its  
13 obligations under this Agreement; and (ii) the development, modification,  
14 technical installation and maintenance of any systems or other  
15 infrastructure which it requires to comply with and to continue complying  
16 with its responsibilities and obligations under this Agreement.

17 3.1.2.6 The providing Party and purchasing Party will identify a contact  
18 person for the handling of any questions or problems that may arise during  
19 the implementation and performance of the terms and conditions of this  
20 Attachment.

#### 21 3.1.4 Collocation

22 3.1.4.1 Verizon agrees to identify to MCIm any nonrecurring costs  
23 incurred under this Agreement associated with building the collocation

1 “cage.” Verizon will identify these nonrecurring costs in the OCC section  
2 of the Collocation bill with specific USOCs. Verizon will bill all other  
3 recurring Collocation rates to MCI in accordance with this Section [3].  
4

5 **IV. ISSUE IV-79: 911 AND E911**

6 **Q. HAVE YOU READ THE DIRECT TESTIMONY OF ARIEL W. SIGUA ON**  
7 **BEHALF OF WORLDCOM?**

8 A. Yes.  
9

10 **Q. DO YOU AGREE WITH MR. SIGUA THAT THE ONLY REMAINING**  
11 **DISPUTE INVOLVING 911 TRUNKING OR SERVICE IS WHAT HE**  
12 **DESCRIBES AS THE “PSAP ISSUE?”?**

13 A. Yes. It is my understanding that WorldCom has accepted the 911 Attachment  
14 proposed by Verizon VA, subject only to resolution of the PSAP issue.  
15

16 **Q. WHAT IS VERIZON VA’S POSITION ON THAT ISSUE?**

17 A. WorldCom states that “Getting them (the ten digit numbers) directly from  
18 Verizon is the easiest most efficient way for us (WorldCom) to obtain them.” *See*  
19 Sigua testimony at p. 4. While asking Verizon may be the easiest way for  
20 WorldCom to obtain these numbers, it is not the most efficient or accurate way to  
21 determine the Public Safety Answering Point’s (“PSAP’s”) Alternate Routing  
22 Scheme (“ARS”). Nor is the provision of these numbers by Verizon VA to other  
23 CLECs authorized by the E-9-1-1 governing bodies of certain states.  
24



1 The governing body that controls the PSAP is responsible for developing an ARS  
2 that meets the needs of its particular jurisdiction. The purpose of the ARS is to  
3 insure that there are no individual points of failure. In the event of a trunk failure,  
4 some PSAPs use alternate routing numbers to redirect calls within the PSAP.  
5 ARS numbers are assigned by PSAP governing bodies to Local  
6 Telecommunications Carriers. The carriers, in turn, code ARS numbers into their  
7 switches to use in the event of a trunk failure. In many cases, the number(s) are  
8 assigned based on the anticipated call volumes determined by traffic studies done  
9 at the PSAP. Therefore, a number assigned to Verizon VA may not be the same  
10 number that is assigned to a particular CLEC. Privacy is also an issue, since  
11 many of the ARS numbers are non-published.

12  
13 In addition, not all CLECs are assigned a 10 digit ARS number. In the event of a  
14 trunk failure, they route calls to another PSAP or to Operator Services. Finally,  
15 Verizon VA cannot agree to WorldCom's proposed language because it could  
16 then be adopted in another jurisdiction, where the Verizon company could not  
17 adhere to it. In some jurisdictions, the PSAP governing bodies do not allow  
18 Verizon to release the 10 digit ARS numbers. For instance, in Rhode Island the  
19 governing body does not permit Verizon to provide the number to CLECs because  
20 it screens each CLEC to ensure that E 9-1-1 is not circumvented by using the 10  
21 digit number. CLECs sometimes do so to avoid the cost of developing the  
22 required E 9-1-1 architecture. This architecture is, nonetheless, necessary to  
23 ensure the public safety. Similarly, in New York City, Verizon is forbidden from

1 using the 10 digit number for its Operator Services and is also forbidden from  
2 releasing this information to CLECs.

3  
4 Implementation of the proper ARS is indeed a public safety issue. It is imperative  
5 that WorldCom understand the Alternate Routing Scheme in each jurisdiction in  
6 which it operates. WorldCom should determine, during its initial contact with the  
7 PSAP, if a 10 digit number should be used in the case of a trunk failure and what  
8 number should be used. If there is no 10 digit number used in a particular  
9 jurisdiction, WorldCom should consult with the PSAP governing body to  
10 determine WorldCom's role in that jurisdiction's ARS plan (*i.e.*, is there an  
11 alternate PSAP, should the calls be routed to Operator Services, etc.). WorldCom  
12 should then build and test all components of its E 9-1-1 architecture with the  
13 PSAP, in accordance with the applicable ARS.

14  
15 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

16 **A. Yes.**

**Declaration of Kay Schneider**

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections to which I testified are true and correct.

Executed this 17<sup>th</sup> day of August, 2001.

                    //ss//                      
Kay Schneider

**Declaration of Mariann C. Triano**

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections to which I testified are true and correct.

Executed this 5<sup>th</sup> day of September, 2001.

\_\_\_\_\_  
Mariann C. Triano

**Declaration of Maryellen T. Langstine**

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections to which I testified are true and correct.

Executed this 17<sup>th</sup> day of August, 2001.

\_\_\_\_\_  
//ss//  
Maryellen T. Langstine

**Declaration of Jonathan B. Smith**

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections to which I testified are true and correct.

Executed this 1st day of October, 2001.

                    //ss//                      
Jonathan B. Smith

**Declaration of William H. Green**

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections to which I testified are true and correct.

Executed this 17<sup>th</sup> day of August, 2001.

\_\_\_\_\_  
//ss//  
William H. Green

**CURRICULUM VITAE FOR MARIANN C. TRIANO**

Ms. Triano has twenty-nine years of experience with Verizon. She has held various staff positions in service orders, billing and live and final collection systems. In her current position, Specialist-- Systems Support, she is responsible for support of the live collection system used in the former Bell Atlantic territory.





**Intercarrier Compensation Panel Record Request**

**Request:** Please provide a copy of Verizon's counter-proposal to WorldCom's revised language concerning Issue IV-74 (Billing).

**Response:** As explained at the hearing, on October 12, WorldCom served Verizon with revised billing language in an effort to resolve Issue IV-74. WorldCom entered that proposal into evidence as WorldCom Exhibit 51. At that point, Verizon reserved the right to enter as evidence its counter-proposal to the WorldCom language. That counter-proposal, served on WorldCom on October 2, is attached hereto as Verizon Exhibit 82A.

[ ] Standard Billing

[ ] The providing Party will bill services in accordance with this Section [ ] and at the rates set forth in the Pricing Attachment. Consistent with the results of the operational trial described below, the providing Party will use commercially reasonable efforts to provide accurate and auditable electronic bills for wholesale services and to format its electronic bills in accordance with national industry standard specifications, as appropriate subject to Verizon's published Differences List.. As part of an operations trial for the state of Virginia beginning on or prior to the Effective Date of this Agreement, subject to MCI's conversion to Express Track, and continuing until such time as Verizon designates through Change Management, the BOS-BDT as available for election as the Bill of Record in Virginia, Verizon agrees to provide MCI with a BOS-BDT formatted electronic bill at no charge for UNE-P services and Network Elements provided under this Agreement. During the duration of this trial, the BOS-BDT bill will serve as the instrument from which MCI will audit and pay for UNE-P services and Network Elements provided under this Agreement, including the handling of billing disputes. MCI and Verizon agree to work together to identify and correct errors in the content and format of the BOS-BDT bill format and to share the information necessary to ensure that the final product (*i.e.*, a BOS-BDT formatted bill) is complete, accurate, and meets OBF standards subject to Verizon's published Differences List. Verizon agrees to make the BOS-BDT formatted bill the bill of record for MCI, at the same time Verizon designates the BOS-BDT as available for election as the bill of record in Virginia through Change Management.. Verizon will jurisdictionalize charges in the BOS-BDT bills to the extent reasonably possible.

[ ] The providing Party will bill the purchasing Party on a monthly basis under this Agreement. These monthly bills will include all appropriate charges, credits and adjustments for the services that were ordered, established, utilized, discontinued or performed during the relevant billing period.

[ ] The providing Party and the purchasing Party will work jointly to establish billing dates ("Bill Date") for each purchasing Party account within the state. The providing Party will include the Bill Date on each invoice transmitted to the purchasing Party. The providing Party will transmit all invoices within ten (10) business days after the Bill Date. Any invoice transmitted on a Saturday, Sunday or a day designated as a holiday by the Parties' bill processing departments will be deemed transmitted on the next business day. Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, thirty (30) calendar days after the Bill Date (the "payment due date"). If the providing Party fails to transmit an invoice within the time period specified above, the payment due date for that invoice will be extended by the number of days it is late.

[ ] The providing Party will use the same account identification numbers each month, unless it provides the purchasing Party with ten (10) days advance written notice

of any change. If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to an error or omission of the providing Party.

[\_\_\_\_\_] Except as otherwise specified in this Agreement or provided for under Applicable Law, each Party shall be responsible for (i) all costs and expenses it incurs in complying with its obligations under this Agreement; and (ii) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.

[\_\_\_\_\_] The providing Party and purchasing Party will identify a contact person for the handling of any questions or problems that may arise during the implementation and performance of the billing for services under this Attachment.

[\_\_\_\_\_] Collocation

[\_\_\_\_\_] Verizon agrees to provide USOC information that will allow MCIm to identify nonrecurring costs associated with building collocation "cages" incurred under this Agreement. Verizon will identify the Collocation nonrecurring costs in the OCC section of the Collocation bill with specific USOCs.

Verizon Ex. 83

RECEIVED

Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

NOV 28 2001

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

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of the Jurisdiction of the Virginia State )  
Corporation Commission Regarding )  
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Virginia Inc. and for Arbitration )

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Virginia Inc., Pursuant to Section 252(e)(5) ) CC Docket No. 00-251  
of the Communications Act for Preemption )  
of the Jurisdiction of the Virginia )  
Corporation Commission Regarding )  
Interconnection Disputes With Verizon )  
Virginia Inc. )

**VERIZON VIRGINIA INC.'S CORRECTIONS TO  
WORLDCOM'S LATE-FILED EXHIBIT 52: RESPONSES TO RECORD REQUESTS**

Verizon Virginia Inc. ("Verizon VA") submits the following corrections to WorldCom's Late-Filed Exhibit 52: Responses to Record Requests. As discussed below, two of WorldCom's responses to the Commission's record requests are inaccurate. Because these responses were submitted after the hearing, Verizon VA should be given the opportunity to correct the record. Accordingly, Verizon VA requests that this document be admitted into the record as Verizon VA Exhibit 83.

1. **WorldCom Ex. 52, Record Request 4.**

WorldCom's response to record request 4, which is related to Issue IV-1 (tandem transit traffic) is as follows:

- 4. Staff Questions to WorldCom Witnesses Regarding Issue IV-1:
  - a. Under WorldCom's proposal does Verizon have recourse for bad debts with 3rd parties?
  - b. Does WorldCom have its proposed arrangement with any other ILEC(s)?
  - c. Has this issue previously been arbitrated by WorldCom, and has WorldCom won this issue in other arbitrations?

**WorldCom Response:**

- a. If Verizon is unable to collect the reciprocal compensation which is owed from the originating third party carrier, it would not be liable to provide the reciprocal compensation to WorldCom. Thus, Verizon would not ultimately be liable for the reciprocal compensation.
- b. WorldCom's proposed arrangement is in place with BellSouth in Georgia.
- c. The issue has only been arbitrated in the BellSouth region and the Georgia Commission ruled in favor of WorldCom's position.

WorldCom Ex. 52 at 4. WorldCom's responses to subparts (b) and (c) are not accurate with respect to WorldCom's arrangement on tandem transit traffic with BellSouth in Georgia and with respect to a previous ruling of the Georgia Commission.

WorldCom's proposal on tandem transit traffic in this docket would require Verizon VA to carry tandem transit traffic between WorldCom and a third party but would not require WorldCom to have an interconnection agreement with the third-party. In addition, WorldCom proposes that Verizon VA act as the billing and collecting agent between WorldCom and the third-party but WorldCom does not propose to compensate Verizon VA for performing this service. This is not the same as in Georgia. Pursuant to the order of the Georgia Commission, the originating and terminating carriers are required to have interconnection agreements, and

BellSouth is entitled to compensation for acting as the billing and collecting agent.<sup>1</sup> Thus, the arrangement reflected in the Georgia Commission's order is not the same as the WorldCom proposal in this docket, and the tandem transit traffic arrangement between WorldCom and BellSouth is not the same as proposed in this docket. Verizon VA does not know that the provisions have only been arbitrated in Georgia.

**2. WorldCom Exhibit 52, Record Request 8.**

WorldCom's response to record request 8 also is inaccurate. The specific Commission request, as framed by WorldCom, and the response follow:

8. Staff Question to WorldCom witness Don Grieco regarding Issue I-1:

In what states of the BellSouth region does WorldCom have an arrangement providing for interconnecting at a single tandem for termination throughout the LATA?

WorldCom Response:

WorldCom and BellSouth have agreed to this arrangement throughout the entire BellSouth region and have implemented it already in Georgia.

WorldCom Ex. 52 at 6.

Verizon VA has reasons to believe that, contrary to WorldCom's response, WorldCom and BellSouth have not agreed to the "arrangement" either in Georgia or throughout the

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<sup>1</sup> *In re: Petition of MCI Metro Access Transmission Services, LLC and MCI WorldCom Communications, Inc. for Arbitration of Certain Terms and Conditions of Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996*, Order at 14, Docket No. 11901-U (Ga. PSC March 7, 2001).

The Commission finds that the Agreement shall include the language proposed by MCIW, with the modification that the provision must state that the originating and terminating carriers must have an interconnection agreement, and that BellSouth would not have to render payment to the terminating carrier when the originating carrier failed to pay. Also, the language shall state that BellSouth is entitled to compensation for providing the [billing and collecting] service.

BellSouth footprint. This issue was actively litigated in Georgia; there was no agreement.<sup>2</sup> In addition, at the time WorldCom filed its record request responses in this proceeding, BellSouth and WorldCom had not submitted a final interconnection agreement for approval with the Georgia Commission. It is therefore not clear that any "arrangement" had been implemented.<sup>3</sup> Moreover, based on BellSouth's litigation position in the generic docket in Georgia, Verizon VA doubts that BellSouth and WorldCom have agreed to this arrangement throughout the entire BellSouth region. Indeed, Verizon VA has been unable to obtain any evidence of that fact.

3. **Conclusion**

For the reasons set forth above, Verizon VA submits that two of WorldCom's record responses are not completely accurate. To correct the record in this proceeding, Verizon VA requests that this document be accepted into the record as Verizon Exhibit 83.

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<sup>2</sup> See *In re: Generic Proceeding on Point of Interconnection and Virtual FX Issues*, Final Order, Docket No. 13542-N (Ga. PSC July 23, 2001).

<sup>3</sup> BellSouth filed with the Georgia Public Service Commission on November 13, 2001 a request for approval of an interconnection agreement with WorldCom. Verizon VA does not believe that the Georgia Commission has ruled on this request.



Respectfully submitted,

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Dated: November 28, 2001

Before the  
**FEDERAL COMMUNICATIONS COMMISSION**  
 Washington, D.C. 20554

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In the Matter of )  
 Petition of WorldCom, Inc. Pursuant )  
 to Section 252(e)(5) of the )  
 Communications Act for Expedited )  
 Preemption of the Jurisdiction of the ) CC Docket No. 00-218  
 Virginia State Corporation Commission )  
 Regarding Interconnection Disputes )  
 with Verizon Virginia Inc., and for )  
 Expedited Arbitration )

In the Matter of )  
 Petition of Cox Virginia Telecom, Inc. )  
 Pursuant to Section 252(e)(5) of the )  
 Communications Act for Preemption ) CC Docket No. 00-249  
 of the Jurisdiction of the Virginia State )  
 Corporation Commission Regarding )  
 Interconnection Disputes with Verizon )  
 Virginia Inc. and for Arbitration )

In the Matter of )  
 Petition of AT&T Communications of )  
 Virginia Inc., Pursuant to Section 252(e)(5) ) CC Docket No. 00-251  
 of the Communications Act for Preemption )  
 of the Jurisdiction of the Virginia )  
 Corporation Commission Regarding )  
 Interconnection Disputes With Verizon )  
 Virginia Inc. )

**VERIZON VIRGINIA INC.'S OBJECTIONS TO AT&T  
 RESPONSE TO RECORD REQUESTS FROM THE 10/04/01  
TRANSCRIPT OF THE FCC-VA ARBITRATION PROCEEDING**

Verizon Virginia Inc. (Verizon VA) objects to AT&T's FCC Record Request 1 filed November 7, 2001. AT&T's filing is nothing more than an inappropriate attempt to supplement the record testimony of its witness Robert Kirchberger on Issues V-3, V-4 and V-4-a. Alternatively, Verizon VA asks the Commission to accept this Objection to AT&T's FCC Record Request 1 into the record as Verizon VA Exhibit 84.

1. **AT&T's FCC Record Request 1**

Throughout the hearings, the Commission or its Staff asked witnesses to clarify or explain a practice of the Parties. On occasion, the Commission or its Staff asked the witness to provide the answer in the form of a record request response; more often than not, however, the Commission or Staff would move on without making such a request. When the Commission or the Staff requested supplementation of the record, they were clear and specific.<sup>1</sup>

During the cross examination of Verizon VA witness Gabrielli and AT&T witness Kirchberger neither the Commission nor the Staff requested either witness to supplement the record at a later date. Nevertheless, in an attempt to bolster the testimony of its witness Kirchberger, AT&T filed this supplemental information on Issues V-3, V-4, and V-4-a, UNE-P Routing and Billing. It would be inappropriate to admit this information to the record and completely unfair to Verizon VA. The Commission should strike AT&T's FCC Record Request 1.

AT&T cites only the following passages as the Staff's "record requests".

Now let's [trace the call-flow compensation] the other way,  
from the AT&T UNE-P customer to the third-party CLEC.

Tr. 551.

Mr. Kirchberger, how does Verizon recover its termination  
liability that it will incur from the other CLEC?

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<sup>1</sup> For example, when Verizon VA was asked to determine if it provided in its Interconnection Agreement in Texas unbundled dedicated transport with multiplexing at the end of the transport and Verizon VA witness Fox did not know, Staff member Farroba asked, "Would you check, please"? *Id.* When Verizon VA was requested to determine from the date of the *First Report and Order* (August 8, 1996) until the date of the *Supplemental Clarification Order* (June 2, 2000) whether Verizon VA's billing relationship with WorldCom for LIDB dips reflected two billing rates for that service, Arbitrator Attwood asked Verizon VA witness Woodbury to "go back and look at that." Tr. 646. Arbitrator Attwood also asked Verizon VA witness Woodbury to determine what is the current practice since June 2000. Tr. 648.

Tr. 553-54. These are not record requests; they were merely questions asked by the Staff in the normal course of cross-examination. Obviously AT&T has reviewed the transcript and determined that its witness provided an incomplete answer or an answer with which it now does not agree. In all events, it is an abuse of the record request process for AT&T to provide an unsolicited supplement to the record at this time.

AT&T's "request" actually followed a question directed to Verizon VA. Verizon VA witness Gabrielli responded to the question regarding UNE-P compensation. AT&T was then given a chance to explain its position: "Okay. What's your response to that, Mr. Kirchberger?"

Tr. 552. Mr. Kirchberger explained that

In AT&T's proposal ... they would simplify the process and they would then collect the call termination from the third party--excuse me. No. They would pay the call termination from the third party, and then bill us the appropriate call usage charge for the originating minute, and the appropriate tandem switching and transport charges.

Tr. 552-53. When the Staff became confused as to the differences between Verizon VA's and AT&T's proposals, Verizon VA witness Gabrielli explained what Mr. Kirchberger could not--that AT&T is not willing to pay Verizon VA the termination charge Verizon VA is billed when completing the call originating from the AT&T UNE-P customer to the third party CLEC. Tr. 554. The Staff then asked Mr. Kirchberger, "how does Verizon recover its termination liability that it will incur from the other CLEC?" Tr. 554-55. Mr. Kirchberger did not know: "I don't have an answer for that right now without researching it with the experts on this. I apologize. But rather than guess..." Tr. 555. Without asking for further inquiry into that matter, the cross examination moved to another Staff member. Tr. 555.

AT&T has apparently found the “experts on this” to respond to the Commission’s question. The response to this fictitious record request attempts to clarify and support its befuddled testimony in by stating that

AT&T’s agreement with the compensation scenario is predicated on the assumption that for calls in the opposite direction ...AT&T does not incur any transport or terminating UNE-P charges from Verizon for terminating the 3<sup>rd</sup> party CLEC customer call. Rather, Verizon would bill terminating Reciprocal Compensation charges to the 3<sup>rd</sup> party CLEC originating the call, as if it had itself terminated the call, and keep the proceeds. When these two call flow compensation scenarios are both in effect, then Verizon is compensated for all of its costs, including the terminating Reciprocal Compensation charges that Ms. Preiss asked about.

AT&T’s FCC Record Request 1 at 1-2. AT&T then advocates its position by describing alleged deficiencies in Verizon VA’s position.<sup>2</sup> *Id.* at 2-3.

AT&T also attempts to recast Mr. Kirchberger’s concession that AT&T could “live with” the existing arrangement in Virginia (Tr. 557) as being able to “live with” an arrangement that exists in New York. Tr. 557. Mr. Kirchberger could not have agreed as to the “status quo” in New York since he stated in response to the Commission Staff that he had “almost zero” familiarity with the Parties’ arrangement in New York or those proceedings. Tr. 556-57.

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<sup>2</sup> AT&T argues that such an arrangement puts it in the “untenable position” of having to contract with the 3<sup>rd</sup> party CLEC only for terminating charges. There is nothing “untenable” about such an arrangement: AT&T would provide the 3<sup>rd</sup> party CLEC with its terminating traffic data and would be paid. AT&T also argues that if it must contract with the 3<sup>rd</sup> party CLEC for receipt of payments for terminating traffic, it should be given the right to negotiate with the 3d party CLEC for the payment of originating traffic. Verizon VA witness Gabrielli explained that an AT&T agreement with a 3d party CLEC for the payment of its originating traffic is not technically feasible because the 3<sup>rd</sup> party CLEC cannot “identify that 10-digit telephone number as belonging to a UNE-P.” Tr. 551-56. This technical issue of identifying these UNE-P customers is an “open issue” at the Ordering and Billing Forum. Tr. 556. Because the 3<sup>rd</sup> party CLEC can only determine that the UNE-P call is from Verizon VA, it charges terminating costs to Verizon VA. It is these terminating costs that Verizon VA passes back to AT&T.

2. **Conclusion**

AT&T's response to the "record request" is improper. AT&T should not be permitted to add record evidence on UNE-P compensation simply because Mr. Kirchberger presumably has had the chance to research this question "with the experts on this." To admit this response into the record would be unfair to Verizon VA since it introduces new information on which Verizon VA witness Gabrielli has been unable to comment .

The Commission should strike AT&T's "FCC Record Request 1" from consideration in this proceeding. Alternatively, the Commission should accept this Objection to AT&T's FCC Record Request 1 into the record as Verizon VA Exhibit 84.

Respectfully submitted,



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